

Montrose Community Schools
FACILITY RENTAL AGREEMENT

Individual/Group Name ("Facility User"):				Date Contract Completed:	
Address:		City:		State:	Zip Code:
Phone(s):		Use/Rental Date:			
		Start Time:		End Time:	
		Type of Activity:			
AREAS/SERVICES TO BE UTILIZED					
Facilities to be Used/Renting:				Will Audio-Visual Equipment/Services Be Needed (circle)? YES* NO <i>*If Yes, please complete the <u>Audio-Visual Equipment Checklist</u> and return with completed rental agreement.</i>	
☐	HIGH SCHOOL	☐	CAFÉ		
☐	MIDDLE SCHOOL	☐	KITCHEN		
☐	ELEMENTARY	☐	GYMNASIUM & LOCKER ROOMS		
☐	AUDITORIUM	☐	MULTIPURPOSE ROOM		
☐	FOOTBALL FIELD/TRACK	☐	CLASSROOM		
☐	OTHER:	☐	BLUEBERRY FIELDS		
FEES – CENTRAL OFFICE USE ONLY					
Usage Fee:		\$		See Facility and Area Requested Above	
Custodial Fee:		\$		Hourly Rates: Monday-Friday \$36.21; Saturday-Sunday \$51.54	
Kitchen Fee:		\$		Hourly Rates: Monday-Friday \$30.55; Saturday-Sunday \$39.07	
Auditorium Technology Fee:		\$		Hourly Rate: Monday-Friday \$22.34; Saturday-Sunday \$33.45	
TOTAL DUE:		\$		10% Due to Hold Date: \$_____	
Please note that Auditorium Technician will report at least 45 minutes before event start time to prepare equipment, which will be billed accordingly. Please complete the Audio-Visual Equipment Checklist. Depending upon AV requirements, more than one technician may be required (also billable).					
Event Contacts					
Role		Name		Phone Number	
Authorized Organization Representative					
Designated Event Supervisor					

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FACILITY RENTAL AGREEMENT

TERMS OF RENTAL AGREEMENT

The User agrees to the following terms and conditions related to the short-term use of facilities, fields, and/or property of Montrose Community Schools ("District").

1. **District Priority.** Facility User's use of District property and facilities shall not, in any way, interfere with District operations of its programs or activities. All school activities have precedence over non-school use. The District may relocate, reschedule, cancel, or terminate non-school use when necessary for school operations, emergencies, weather, safety, maintenance, or other District needs.
2. **Approved Use and Responsibility.** Use is limited to the approved activity, dates, times, and areas. The Facility User is responsible for supervision, cleanup, and all damage or extraordinary costs caused by its participants, workers, volunteers, spectators, or guests.
3. **Independent Organization.** The Facility User is independent from the District and is solely responsible for operating its program, enforcing its rules, and addressing program-related concerns. Approval to use District property does not constitute District sponsorship or management of the program. Organizations or individuals using District property or facilities understand and agree that, except as to services specifically invoiced, the District takes no responsibility for, and has no control over, Facility User activities within and upon its property and facilities.
4. **Rules and Code of Conduct.** The Facility User may adopt and enforce reasonable participation, spectator, and conduct rules. It shall apply those rules consistently and document significant violations and resulting actions.
5. **Event Admission and Attendance.** During its approved practices, games, and events, the Facility User may control admission to and attendance at the reserved facility or area. It may deny admission to or direct a person to leave for violating its rules or code of conduct; threatening, intimidating, harassing, endangering, or disrupting others; refusing a lawful event instruction; or otherwise creating a reasonable safety or operational concern.
6. **Limits of Authority.** The authority in Section 5 applies only to the Facility User's activities, during its scheduled use, and within the reserved facilities or areas. It does not authorize a District-wide no-trespass order or exclusion from unrelated school or community activities. The District retains final authority over all District property and may modify or revoke an event restriction.
7. **Alteration of District Property.** No stakes, moorings, improvements, or structures may be constructed or placed in or upon District property or facilities, unless prior written approval from the District is received.
8. **Sales and Concessions.** Except as permitted by the District's policies and administrative guidelines, no concessions or other items may be sold in or on District property or facilities unless prior written approval is granted.
9. **Return of Facilities and Property.** Facility User shall return District property and any rented equipment in as good condition as received prior to use. Facility User agrees to pay all reasonable charges incurred by the District as a result of Facility User's use of District property, either from Facility User's security deposit, or by separate invoice.
10. **Refund of Security Deposit.** The District may, in its discretion, impose a security deposit. All unused security deposits shall be refunded within 14 business days of the termination of Facility User's use of the District property. The District shall provide Facility User with an itemized list of costs and damages for all portions of the security deposit retained.
11. **Refusal to Leave and Emergencies.** The Facility User shall not use physical force, conduct a search, or attempt to seize property or a weapon. If a person refuses to leave, becomes threatening or disruptive, or creates an immediate safety concern, the Facility User shall contact law enforcement. Call 911 for an emergency, threat, or suspected weapon.
12. **Notice to District.** The Facility User shall promptly notify the Superintendent or designee of any threat, weapon concern, police contact, significant injury, property damage, or restriction of a person from its events. A written summary shall be provided by the next business day when reasonably practicable.
13. **Compliance.** The Facility User and its attendees shall comply with applicable law, Board policy, facility rules, emergency procedures, occupancy limits, administrative guidelines, and directions regarding the use of District property or facilities and from District personnel or law enforcement. District property is alcohol-, drug-, tobacco-, and vape-free.
14. **Food, Allergies, and Auditorium.** No food or beverage is permitted in the auditorium. Food may be served only in approved areas. The Facility User shall obtain any required food license and notify the District in advance regarding peanuts, peanut oil, or other identified allergens.
15. **Auditorium Technology.** Lighting, sound, and technology must be scheduled at least two weeks before the event through the Audio-Visual Equipment Checklist. Only authorized personnel may operate District equipment. Questions may be directed to mjohnson2@montroreschools.org.
16. **Closures and Additional Charges.** If school or the facility is closed, the activity is canceled unless the District approves otherwise. Parking-lot maintenance and services required outside normal school hours may be billed. Use beyond the contracted time or area will be billed.
17. **Insurance.** Before use, the Facility User shall provide proof of insurance and any endorsements required by the District or its insurer. The District may require Montrose Community Schools and its representatives to be named as additional insureds.
18. **Indemnification.** To the fullest extent permitted by law, the Facility User shall defend, indemnify, and hold harmless Montrose Community Schools, its Board, members, officers, employees, and agents from claims, losses, liabilities, costs, and reasonable

Montrose Community Schools
FACILITY RENTAL AGREEMENT

attorney fees arising from the Facility User's activity, use of District property, or acts or omissions of persons under its responsibility, except to the extent caused by the District's sole negligence or willful misconduct.

19. **Assumption of Risk.** Facility User acknowledges that certain activities that Facility User may engage in pursuant to this Agreement, such as exercising or other recreational activities, pose inherent risks, including but not limited to bodily injury, illness, paralysis, and death. Facility User agrees to assume those risks and hereby waives any and all related claims or injuries arising out of its use of the District's property or facilities against the District (and its board members, administrators, employees, volunteers, and agents). If Facility User or its agents or its guests require medical attention, the District will not be held responsible for injury or costs.
20. **District Enforcement.** The District may immediately suspend or terminate use for any or no reason without notice, and deny future access to District facilities for violation of its policies, administrative guidelines, or this Agreement.
21. **Parking and Grounds.** The Facility User shall use only approved parking and activity areas and shall not block fire lanes, driveways, gates, sidewalks, or emergency access. Parking-lot maintenance, snow removal, salting, field preparation, or other services required when school is normally closed may be billed to the Facility User.
22. **Use of the facility and area beyond the contracted schedule will be billed.**
23. **Fees are subject to change after July 1st of each year.**
24. **Taxes and Assessments.** Facility User shall pay to the property authorities if and when due all taxes, assessments, and similar charges which, at any time during the term of this Agreement and resulting from Facility User's use of the premises, may be taxed, assessed, or imposed upon the premises.
25. **Remedies Not Exclusive.** It is agreed that each and every of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits set forth in this Agreement or allowed by law.
26. **Severability.** If any provision of this Agreement is determined invalid, the remainder of this Agreement shall remain in effect.
27. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Michigan.
28. **Entire Agreement.** This Agreement represents the entire Agreement between the Facility User and the District and supersedes all prior negotiations, representations, or agreements, either written or oral. Modification of this Agreement shall only be made by a writing signed by all parties.

SIGNATURES

District Signature:

Facility User Signature: